

SALARY AND BENEFITS
RESOLUTION
FOR UNREPRESENTED EMPLOYEES

Adopted _____, ~~2014~~2015

Repealing and Replacing Resolution No. 323-2001
and all amendments thereto



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SECTION 1
GENERAL PROVISIONS

101. TITLE

This Resolution shall be known as the El Dorado County Salary and Benefits Resolution for Unrepresented Employees.

102. EFFECTIVE DATE

Except as specified otherwise herein, the original effective date of this Resolution is the date of adoption by the Board of Supervisors. Any prior or existing Resolutions governing the terms and conditions of employment specified herein and contrary to these provisions are superseded upon the original effective date of this Resolution. Without limiting the generality of the foregoing, this Resolution incorporates, amends, supersedes and repeals as appropriate Resolution 323-2001 and the following amending Resolutions: 008-2002, 091-2002, 133-2002, 328-2002, 132-2003, 204-2003, 042-2004, 350-2004², 041-2005, 158-2005, 151-2007, 240-2007, 006-2010, 007-2010, 128-2011, ~~and 180-2013, 138-2014, 089-2014, -235-2014, and 236-2014.~~

The provisions of this Resolution may be superseded in whole or in part by Resolutions adopted by the Board of Supervisors of El Dorado County. Each such superseding Resolution shall be effective the first full pay period following Board of Supervisors adoption, unless such Resolution provides otherwise.

103. CHANGES AND MODIFICATIONS

This Resolution does not constitute an employment contract. It is subject to revision at the discretion of the Board of Supervisors in any manner provided for by law. It does not limit the ability of the Board of Supervisors to take any action with regard to the employment relationship with Unrepresented Employees that is not inconsistent with the County Civil Service, established law, the Personnel Rules, or policies adopted by the Board of Supervisors.

104. APPLICABILITY

The provisions of this Resolution shall apply to unrepresented probationary employees, unrepresented employees who have achieved civil service status, and employees in the unclassified service. This Resolution applies only to Unrepresented Employees as specified in the County's Salary Schedule.

The Human Resources Department shall have the authority to amend the Salary Schedule from time to time to reflect added, deleted or changed classifications that have been approved by the Board of Supervisors.

All Unrepresented Employees shall be governed by the provisions of the Personnel Rules adopted by the Board of Supervisors. In the event of any conflict between this Resolution and the Personnel Rules, this Resolution shall prevail.

SECTION 2
DEFINITION OF TERMS

The following definitions apply to terms used in this Resolution. Terms not defined in this Resolution shall have the meaning assigned to them in the Personnel Rules.

201. **ADMINISTRATIVE MANAGEMENT EMPLOYEES**
Administrative Management Employees means those employees in classifications listed in the Salary Schedule as Administrative Management.
202. **APPOINTED DEPARTMENT HEAD**
Appointed Department Head means the administrative head of a department, but excluding elected officials who administer departments.
203. **CONFIDENTIAL EMPLOYEES**
Confidential Employees means those employees in classifications listed in the Salary Schedule as Confidential.
204. **DEPARTMENT HEAD.**
Department Head means an officer enumerated in Government Code 24000 or otherwise designated by the Board of Supervisors to serve as the administrative head of a department.
205. **ELECTED OFFICIALS**
Elected Officials means those officers ~~and employees~~ in positions listed ~~on Appendix A as Elected Officials in the Salary Schedule as Elected Officials.~~
206. **EXECUTIVE MANAGEMENT EMPLOYEES**
Executive Management Employees means, for the purposes of this Resolution, Management Employees who have been designated to have responsibility for advising the Board of Supervisors on multi-department organizational and operational issues and County-wide Board policy issues. Employees in classes designated as Executive Management receive the same benefits as Appointed Department Heads unless specifically stated otherwise herein.
207. **HUMAN RESOURCES DIRECTOR**
Human Resources Director means the position with direct supervision of the functions of the Human Resources Department, however that position is denominated. When an action is required to be taken hereunder, action by the Human Resources Director includes action by that individual or by an employee designated by the Human Resources Director to perform a particular function.
208. **MANAGEMENT EMPLOYEES**
Management Employees means, for the purposes of this Resolution, unrepresented employees who occupy one of the following classifications: Elected Official, Appointed Department Head, Executive Management or Administrative Management. Management Employees are responsible for formulation, administration or managing the implementation of County policies or programs.
209. **PERSONNEL RULES**
Personnel Rules means Resolution 015-2014 adopted by the Board, and any amendments thereto or other resolutions replacing or superseding that resolution.

210. UNREPRESENTED EMPLOYEES

Unrepresented Employees means those employees or classes that are not represented by a recognized employee organization. For purposes of this Resolution, Unrepresented Employees shall include (i) all Management and Confidential Employees who occupy classifications designated unrepresented per the County's Salary Schedule and (ii) extra help employees in classifications listed as unrepresented per the County's Salary Schedule, or in classifications that are represented by a recognized employee organization but where the recognized employee organization has not been granted formal recognition for representing such extra help employees.

SECTION 3
SALARIES AND RELATED MATTERS

301. GENERAL

Except as set forth in this Section, all salary and related matters for Unrepresented Employees are governed by the Personnel Rules.

302. SALARY ADJUSTMENTS

Management and Confidential Employees shall receive adjustments to the salary ranges and flat step salaries as follows:

(a) Cost of Living Adjustments

2013-2014: 2% effective ~~pay period 25 that begins November 16, 2013~~~~the first full pay period following the Board of Supervisors adoption of this resolution amending the Salary and Benefit Resolution.~~ Employees serving in classifications where the salary range has been adjusted in calendar year 2013 will **not** be entitled to the cost of living adjustment as designated for this period (2013-2014).

2014-2015: 2% effective the pay period including July 1, 2014.

2015-2016: 2% effective the pay period including July 1, 2015.

(b) Equity Adjustments

2013-2014: 3% effective ~~pay period 25 that begins November 16, 2013~~~~the first full pay period following the Board of Supervisors adoption of this resolution amending the Salary and Benefit Resolution.~~ Employees serving in classifications where the salary range has been adjusted in calendar year 2013 will **not** be entitled to equity adjustments as designated for this period (2013-2014).

2014-2015: 3% effective the pay period including July 1, 2014.

2015-2016: 3% effective the pay period including July 1, 2015.

(c) Elected Officials are not eligible for cost of living or equity adjustments included in Section 3.

303. SALARY UPON REEMPLOYMENT

A full-time or part-time employee who resigns in good standing and is reappointed in the same or closely related class within the same classification series within two (2) years of resignation, shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Personnel Rules, Advanced Step Hiring. For purposes of vacation accrual and longevity pay, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual and longevity pay table in effect at the time of resignation.

A full time or part time employee who resigns in good standing and is re-employed by the County within two (2) years of resignation in a classification in a different class series or a higher class from which the employee resigned shall, for purposes of vacation accrual and longevity pay, receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual and longevity pay table in effect at the time of resignation.

For purposes of vacation accrual and longevity pay, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual and longevity pay table in effect at the time of resignation.

304. SALARY STEP PLAN – APPOINTED DEPARTMENT HEADS

Appointed Department Heads hired at Step 1 of the salary range may be eligible for advancement to up to Step 3 after completion of 13 full pay periods, at the discretion of the Chief Administrative Officer. After 26 full pay periods at the current step, Appointed Department Heads who were hired above Step 1 in accordance with the Personnel Rules or have advanced beyond Step 1 may be eligible for advancement up to 2 steps in the salary range, reduced to a lower step in the range, or not changed from the current step, at the discretion of the Chief Administrative Officer with concurrence of the Board of Supervisors.

305. SALARY OF INTERNAL CANDIDATE PROMOTED TO APPPOINTED DEPARTMENT HEAD

Upon promotion of an employee from a position for which the County pays the full contribution or a portion of the employee contribution to CalPERS to a position for which the employee pays the employee contribution to CalPERS, such employee shall be placed at a salary step in the higher salary range which is closest to and provides an increase in compensation of no less than 5% above the combined former salary step and employee-paid CalPERS contribution. In no case shall the salary step placement exceed the top step of the new range.

Notwithstanding the above, upon promotion of a full-time or part-time employee to a management or confidential position, the appointing authority may recommend to the Chief Administrative Officer that the person being promoted shall receive one additional step beyond which the employee is entitled, but which in no way exceeds the top of the range.

306. CALPERS RETIREMENT PLAN BENEFITS

- (a) Non-Safety Tier 1 - Retirement benefits for employees hired prior to October 5, 2012, shall be calculated using the retirement formula of 2% @ 55 with Single-Highest Year Final Compensation.
- (b) Safety Tier 1 - Retirement benefits for employees hired prior to October 5, 2012 shall be calculated using the retirement formula of 3% @ 50, with Single-Highest Year Compensation.
- (c) Non-Safety Tier 2 - Retirement benefits for employees hired on or after October 5, 2012 shall be calculated using the retirement formula of 2% @ 60, with Average of Three-Year Final Compensation.
- (d) Safety Tier 2 - Retirement benefits for employees hired on or after October 5, 2012 shall be calculated using the retirement formula of 2% @ 50, with Average of Three-Year Final Compensation.
- (e) Non-Safety Tier 3 - New members to the CalPERS system hired on or after January 1, 2013, shall have retirement benefits calculated using the retirement formula of 2% at age 62, with Average of Three-year Final Compensation.
- (f) Safety Tier 3 - New members to the CalPERS system hired on or after January 1, 2013, shall have retirement benefits calculated using the retirement formula of 2.7% at age 57, with Average of Three-Year Final Compensation.

307. CALPERS CONTRIBUTION

~~(a)~~ ~~(a)~~ — Non-safety employees (except for Appointed Department Heads) subject to Tier 1 and 2 shall pay 3% of the 7% employee portion of the CalPERS contribution;.

~~(a)~~~~(b)~~ ~~Non~~-safety Appointed Department Heads shall pay the entire 7% employee portion.

~~(c)~~ ~~(b)~~ — Safety employees (excepted for Appointed Department Heads) subject to Tier 1 and Tier 2 shall pay 4% of the 9% employee portion of the CalPERS contribution;.

~~(b)~~~~(d)~~ ~~s~~Safety Appointed Department Heads shall pay the entire 9% employee portion.

~~(e)~~~~(e)~~ ~~(c)~~ — Non-safety and safety employees including Appointed Department Heads subject to Tier 3 shall pay 50% of the total normal cost rate of their pension benefits as determined by CalPERS and required by law.

The County agrees to continue the provisions contained in Section 414(h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions to CalPERS.

308. SURVIVORS BENEFITS

The County will provide employees “Level III” tier of the 1959 Survivors’ Benefits for non-sworn employees. Sworn employees covered by this Resolution, the County will provide “Level IV” tier of the 1959 Survivors’ Benefits. Each employee shall contribute ninety-three cents (\$.93) per pay period plus any additional employee contribution required by

CALPERS regulations.

SECTION 4
HOLIDAYS

401. SCHEDULED HOLIDAYS

The County shall designate specific days as County holidays. Paid holidays shall be authorized for regular full-time and part-time employees and limited term extra help employees only. Elected Officials are not eligible to receive paid scheduled holidays or floating holidays.

The following days shall be the official County holidays:

1. January 1 - New Year's Day
2. January (Third Monday) - Martin Luther King Jr.'s Birthday
3. February (Third Monday) - Washington's Birthday
4. May (Last Monday) - Memorial Day
5. July 4 - Independence Day
6. September (First Monday) - Labor Day
7. November 11 - Veterans Day
8. November - Thanksgiving Day
9. November - Friday after Thanksgiving
10. December 24 - Christmas Eve (exception: see Section 403)
11. December 25 - Christmas Day

In addition, every day appointed by the President or Governor, upon concurrence by the County Board of Supervisors, for a public fast, thanksgiving, or holiday shall also be considered a holiday.

402. FLOATING HOLIDAYS IN LIEU OF LINCOLN'S BIRTHDAY AND COLUMBUS DAY

Regular employees and limited term extra help employees shall be entitled to up to sixteen (16) hours of floating holiday time per annum. Part-time regular and limited term extra help employees shall receive this holiday time on a prorated basis.

For continuing employees, sixteen hours of floating holiday time will be credited in pay period 01 of each year. Newly-hired employees will be credited with floating holiday time on their hire date as follows:

| | |
|---------------------------------|----------|
| Hire date in pay periods 1-13: | 16 hours |
| Hire date in pay periods 14-26: | 8 hours |

Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority.

Lincoln's Birthday and Columbus Day will not be considered holidays for payroll purposes. Floating holiday time must be used by the last day of pay period 26 of each year and is not subject to the payoff provisions. Any unused floating holiday time will be lost.

403. DAY OBSERVED.

If a holiday falls on a Sunday, the following Monday shall be observed as the holiday in lieu

thereof. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday in lieu thereof.

If Christmas Day falls on a Thursday, the day after Christmas shall be observed as a holiday in lieu of Christmas Eve.

All regular and limited term extra help full-time and part-time employees who are on an alternative work week schedule shall be entitled to the same number of paid holiday hours as those employees on a regular work week schedule. If an employee works a schedule other than Monday through Friday, their first day off shall be treated as if it were Saturday and their second day off as if it were Sunday.

404. COMPENSATION FOR HOLIDAYS.

Eligible employees shall receive holiday pay for all authorized holidays at their current hourly rate, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status for the full day on both their regularly scheduled work days immediately preceding and following the holiday. ~~Regular P~~part-time employees shall be entitled to receive holiday pay in proportion to the percentage of full-time hours worked during the biweekly pay period that includes a holiday. The appointing authority may approve holiday pay when an eligible employee has insufficient sick leave accruals as required to maintain paid status for the full day immediately preceding and following the holiday, provided the employee will use at least 12 hours of sick leave or the maximum number of hours required in the coordination of SDI during the pay period that includes the holiday.

Excluding Management Employees, a full-time or part-time Confidential Employee who is required to work on a holiday shall be compensated at the overtime rate. Overtime shall be compensated in cash or in compensatory time off (CTO), as per overtime provisions in the Personnel Rules.

SECTION 5
VACATIONS

501. GENERAL

This Section 5 describes accrual rates, maximum accumulation, payoff and usage of vacation by covered employees. Except as set forth herein, vacation leave benefits for Unrepresented Employees are governed by the Personnel Rules.

Elected Officials and Extra Help Employees are not eligible for vacation benefits. Time spent as Extra Help does not count towards the required continuous service for vacation benefits.

502. ACCRUAL RATES AND MAXIMUM ACCUMULATION – APPOINTED DEPARTMENT HEADS AND EXECUTIVE MANAGEMENT

(a) Appointed Department Heads and Executive Management employees shall accumulate vacation leave with pay as follows:

Under four years: .05875 per hour in pay status (4.7 hours earned per full pay period paid). Maximum accumulation of 320 hours.

Between the fourth and eleventh years: .0775 per hour in pay status (6.2 hours earned per full pay period paid). Maximum accumulation of 360 hours.

Over eleven years: .0963 per hour in pay status (7.7 hours earned per full pay period paid). Maximum accumulation of 360 hours.

- (b) Employment time for purposes of vacation accrual for employees covered by this section 502 shall include total service with the County of El Dorado; provided that extra help shall not count in determining calculation of vacation benefits.
- (c) Employees covered by this Section 502 may accumulate vacation in excess of the maximum amounts specified above; provided that, at the beginning of each quarter or upon separation from employment, the employee shall be paid for any vacation that is accrued above the 320-hour or 360-hour maximum specified above.

503. ACCRUAL RATES AND MAXIMUM ACCUMULATION – OTHER UNREPRESENTED EMPLOYEES

- (a) Full-time and part-time Management and Confidential Employees (other than Elected Officials, Appointed Department Heads and Executive Management) shall accrue and accumulate vacation leave with pay as follows:

Under four years: .03875 per hour in pay status (3.1 hours earned per full pay period paid). Maximum accumulation of 240 hours.

Between the fourth and eleventh years: .05875 per hour in pay status (4.7 hours earned per full pay period paid). Maximum accumulation of 320 hours.

Over eleven years: .07750 per hour in pay status (6.2 hours earned per full pay period paid). Maximum accumulation of 320 hours.

- (b) Employment time for purposes of vacation accrual for employees covered by this Section 503 shall include continuous service with the County of El Dorado beginning on the hire date (or adjusted service date for employees re-employed in accordance with Section 302); provided that extra help shall not count in determining calculation of vacation benefits.

504. USAGE UPON HIRE

Employees shall be entitled to use accrued vacation leave upon completion of two (2) full pay periods of continuous service. Except as set forth in Section 502(c), upon reaching the applicable maximum accumulation of vacation leave, an employee shall cease accruing vacation until the employee's hours fall below the maximum specified level. No employee shall receive any payment in lieu of vacation while remaining a County employee, except as set forth in Section 502(c).

SECTION 6
SICK LEAVE

601. GENERAL

Employees covered by this Resolution except for Elected Officials shall be governed by the leave provisions set forth in Rule 14 of the Personnel Rules. Extra Help Employees are eligible to receive sick leave under AB 1522 Paid Sick Leave Law. Elected Officials ~~and Extra Help Employees~~ are not eligible to receive sick leave benefits.

602 PAYMENT FOR UNUSED SICK LEAVE

In order to receive payment for unused sick leave at the time of retirement, lay-off or voluntary separation, a Management or Confidential Employee must have five or more years of County service and left in good standing; provided, however, that Appointed Department Heads who retire prior to completion of five years of service are entitled to be paid for unused sick leave in accordance with this Section 602. Extra Help Employees are not eligible to receive payment for unused sick leave.

- (a) Management Employees - Management Employees shall be entitled to receive a payoff of their unused sick leave up to a maximum of 504 hours. Payment shall be made at the employee's last hourly rate of pay.
- (b) Confidential Employees - Confidential Employees shall be entitled to receive a payoff of their unused sick leave as follows:
 - (1) Employees with over 5 years of service shall receive 20% of their unused sick leave paid.
 - (2) Employees with over 10 years of service shall receive 40% of their unused sick leave paid.
 - (3) Employees with over 15 years of service shall receive 70% of their unused sick leave paid.
 - (4) Employees with over 20 years of service shall receive 100% of their unused sick leave paid.

The maximum number of hours paid shall not exceed 500. The employee's last hourly rate of pay shall be used in computing the payment.

- (c) Retirees' Conversion of Sick Leave to County Health Insurance Premium – An employee who is vested in the County's health retirement plan and is retiring under the PERS system may, at the employee's option, in lieu of Sections a and b above, receive the equivalent value of that benefit in paid health plan premiums towards a County-sponsored health plan. This option must be selected prior to the issuance of a final paycheck. Employees shall be responsible for whatever taxes as are appropriate for this benefit.
- (d) Death - In the event an employee dies while in active service with the County, ~~their~~ employee's sick leave pay-off will be made in accordance with the provisions of this Section 602.

SECTION 7
MANAGEMENT, SUPERVISORY AND SPECIAL LEAVE

701. MANAGEMENT LEAVE

- (a) Full-time Appointed Department Heads and Executive Management Employees shall be credited with up to ninety-six (96) hours of management leave per year. Continuing employees shall be credited with 96 hours in pay period 01 of each year. Newly-hired employees will be credited with management leave on their hire date as follows:

| | |
|---------------------------------|----------|
| Hire date in pay periods 1-13: | 96 hours |
| Hire date in pay periods 14-26: | 48 hours |

- (b) Full-time Administrative Management Employees shall be credited with up to eighty (80) hours of management leave per year. Continuing employees shall be credited with 80 hours in pay period 01 of each year. Newly-hired employees will be credited with management leave on their hire date as follows:

| | |
|---------------------------------|----------|
| Hire date in pay periods 1-13: | 80 hours |
| Hire date in pay periods 14-26: | 40 hours |

- (c) Part-time employees eligible for management leave shall receive a prorated share of management leave based upon their ongoing work schedule.
- (d) Payment for any unused management leave may be requested only during the pay periods that include March 31, June 15, September 30, and the last pay period of each year, in eight (8) hour increments, up to the maximum allowable. Any eligible employee who does not use the full entitlement of management leave by pay period 26 of each year may be paid, up to the maximum allowable, at the base hourly rate for any remaining unused management leave. Any unused hours remaining over the maximum allowable will be lost. Such leave shall not be carried over from one year to another.
- (e) Elected Officials are not eligible to receive management leave.

702. CONFIDENTIAL SUPERVISORY LEAVE

- (a) Confidential supervisory employees will receive up to sixteen (16) hours of supervisory leave in pay period 01 of each year.

Newly hired employees will be credited with confidential supervisory leave on their hire date as follows:

| | |
|----------------------------------------|-----------------|
| <u>Hire date in pay periods 1-13:</u> | <u>16 hours</u> |
| <u>Hire date in pay periods 14-26:</u> | <u>8 hours</u> |

- (b) Part-time supervisory employees shall receive this leave time on a prorated basis.

Newly hired employees will be credited with part-time supervisory leave on their hire

date as follows:

Hire date in pay periods 1-13: 8 hours

Hire date in pay periods 14-26: 4 hours

(a)(c) _____ Unused supervisory leave does not accrue from year to year and must be used by the last day in pay period 26 of each year. An employee may not cash out unused supervisory leave.

703. SPECIAL LEAVE FOR EXEMPT CONFIDENTIAL EMPLOYEES

(a) Full-time exempt Confidential Employees shall be credited with up to fifty-six (56) hours of special leave per year. Continuing employees shall be credited with 56 hours in pay period 01 of each year. Newly-hired employees will be credited with special leave on their hire date as follows:

| | |
|---------------------------------|----------|
| Hire date in pay periods 1-13: | 56 hours |
| Hire date in pay periods 14-26: | 28 hours |

(b) Part-time employees eligible for this leave shall receive a prorated share of special leave based upon their ongoing work schedule.

(c) Payment for any unused special leave may be requested only during the pay periods that include March 31, June 15, September 30, and the last pay period of each year, in eight (8) hour increments, up to the maximum allowable. Any eligible employee who does not use the full entitlement of management leave by pay period 26 of each year may be paid, up to the maximum allowable, at the base hourly rate for any remaining unused management leave. Any unused hours remaining over the maximum allowable will be lost. Such leave shall not be carried over from one year to another.

704. SPECIAL LEAVE FOR NON-EXEMPT CONFIDENTIAL EMPLOYEES

(a) Full-time non-exempt Confidential Employees shall be credited with up to thirty-two (32) hours of special leave per year. Continuing employees shall be credited with 56 hours in pay period 01 of each year. Newly-hired employees will be credited with special leave on their hire date as follows:

| | |
|---------------------------------|----------|
| Hire date in pay periods 1-13: | 32 hours |
| Hire date in pay periods 14-26: | 16 hours |

(b) Part-time employees eligible for this leave shall receive a prorated share of special leave based upon their ongoing work schedule.

(c) Unused special leave for non-exempt Confidential Employees does not accrue from year to year and must be used by the last day in pay period 26 of each year. No employee shall be entitled to payment for any unused leave under this section 703.

SECTION 8
OTHER LEAVES

801. GENERAL

Employees covered by this Resolution shall be governed by the leave provisions set forth in Rule 14 of the Personnel Rules.

802. LEAVE OF ABSENCE WITHOUT PAY

In addition to provisions in the Personnel Rules governing leaves of absence without pay, the following shall apply:

Except as otherwise provided by law, an employee's eligibility for merit salary step increases, longevity pay increases and vacation accrual rates shall be extended commensurately for each full pay period an employee is on authorized leave without pay.

SECTION 9
SPECIAL PAYS

901. LONGEVITY PAY

(a) Management Employees - A regular full-time or part-time Unrepresented Management Employee ~~(other than the Undersheriff) or Elected Department Head~~ shall, for all hours in pay status, be paid ~~receive~~ longevity pay in recognition of continuous service with ~~in paid status with~~ the County. Time spent as Extra Help shall not be considered in calculating longevity.

~~Longevity pay entitlements for Appointed Department Heads and Executive Management shall be based upon total service with the County of El Dorado, as verified by the Department of Human Resources. Time spent as Extra Help shall not be considered in calculating longevity.~~

~~For Administrative Management Employees, longevity pay increases shall be based upon continuous service with the County in an allocated position, subject to adjustment in accordance with Section 302, and shall be effective on the first day of the biweekly pay period following completion of the required period of service. Time spent as Extra Help shall not be considered in calculating longevity.~~

| | |
|----------------|-----------------------|
| 10 years | 5.0% of base salary |
| After 15 years | 10.0% of base salary* |
| After 20 years | 13.0% of base salary* |
| After 25 years | 15.0% of base salary* |
| After 30 years | 16.0% of base salary* |

*Represents total amount of longevity granted; amount shown is not cumulative.

For Unrepresented Administrative Management employees, longevity pay increases shall be based upon continuous service with the County in an allocated position, subject to adjustment in accordance with Section 302, and shall be effective on the first day of the biweekly pay period following completion of the required period of service. Time spent as Extra Help shall not be considered in calculating longevity.

Effective August 14, 1999 and subject to verification by the Department of Human Resources, longevity pay entitlements for Elected and Appointed Department Heads shall be based upon total service with the County of El Dorado and prior related professional service with any city or county.

- (b) Confidential Employees - A regular full-time or part-time Confidential Employee shall receive longevity pay in recognition of continuous service in paid status with the County. The longevity pay shall be effective on the first day of the biweekly pay period following completion of the required years of service. Longevity pay is not cumulative.

| | |
|----------------|---------------------|
| After 10 years | 5% of base salary |
| After 15 years | 7.5% of base salary |
| After 20 years | 10% of base salary |

Longevity pay increases shall be based upon continuous service with the County in an allocated position, subject to adjustment in accordance with Section 302, and shall be effective on the first day of the biweekly pay period following completion of the required period of service. Time spent as Extra Help shall not be considered in calculating longevity.

902. POST CERTIFICATE PAY

The Sheriff and Undersheriff shall receive POST certificate pay based upon the most advanced certificate received. POST certificate pay is not cumulative. POST pay is in lieu of longevity pay (employees cannot receive both POST and longevity pay).

| | |
|-------------------------------|----------------------|
| Intermediate POST certificate | 5.0% of base salary |
| Advanced POST certificate | 10.0% of base salary |
| Supervisory POST certificate | 12.0% of base salary |
| Management POST certificate | 13.0% of base salary |
| Executive POST certificate | 15.0% of base salary |

During the month of January 2002, the Sheriff and employees in Sheriff's management classes shall be eligible to make a one-time change from their current selection of either longevity pay or certificate pay. Additionally, within thirty (30) days after promotion into a management classification, an employee shall make a one-time selection to receive either longevity pay or certificate pay. Once the Sheriff or employee selects longevity pay pursuant to certificate pay, no further change may be made.

903. TAHOE EMPLOYMENT DIFFERENTIAL

Full-time Management and Confidential Employees whose primary work location is in the Tahoe Basin shall receive a total of \$92.30 bi-weekly. Employees working twenty (20) hours or less in a week shall receive half this amount. Extra Help employees shall not be eligible for the provisions of this Section.

This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

904. DISTRICT ATTORNEY ON-CALL PAY

The District Attorney may assign an employee in the class of Chief Assistant District Attorney to be in an "on call" status in order to provide immediate legal advice and search and arrest warrants to law enforcement officers investigating complex criminal cases.

"On-call" is an assigned duty outside the normal work week assignment during which an employee must remain where the employee can be contacted by telephone or pager and is ready to immediately respond to perform an essential service for the department.

An employee in the class defined above who is assigned on-call duty shall be compensated at the rate of \$196.80 per weekly assignment of such duty.

~~905. EXTRA HELP PSYCHIATRIST ON-CALL PAY~~

~~(a) The appointing authority may assign an Extra Help Employee in the class of Psychiatrist I/II or Psychiatric Clinician extra help to be in an "on-call" (i.e., medical backup) status to provide emergency psychiatric services. When so assigned, the employee shall receive two (2) hours of pay at the Psychiatrist-Extra Help rate for each on-call shift so assigned. An on-call (medical backup) shift shall include all hours within a 24-hour period in which the employee is assigned to be on-call.~~

~~(b) On weekends and/or holidays, an employee assigned to a 24-hour on-call shift and who returns to the Psychiatric Health Facility to make "rounds" shall, in addition to the above, receive an additional two (2) hours of pay at the Psychiatrist-Extra Help rate.~~

~~906~~905. ON-CALL DUTY COMPENSATION FOR NON-EXEMPT CONFIDENTIAL AND EXTRA HELP EMPLOYEES

(a) ~~(a) On-Call-~~ When warranted and in the interest of the County's operations, appointing authorities or their designees may assign non-exempt Confidential and Extra Help Employees to "on-call" duty for an "on call period" determined by the employee's department.

(b) "On-call Duty" is an assigned duty outside the normal work week assignment during which an employee must remain where the employee can be contacted by telephone and be ready for immediate call-back to the department to perform an essential service.

(c) For During the term of the Resolution On-Call Compensation,

~~employee assigned on-call duty shall be compensated at the rate of \$1.60 per hour 1. Employees of the Health and Human Services Agency shall be compensated at an hourly rate of 20% of the employee's base hourly rate for each hour the employee is assigned to on-call duty.~~

2. Employees working for all other agencies and departments assigned to on-call duty shall be compensated at the rate of \$1.60 per hour for each hour of such on-call time.

~~(d) Employees of the Health and Human Services Agency shall be compensated for a minimum of two (2) hours at their base hourly rate for each on-call shift or for the actual hours worked, whichever is greater.~~

~~After the two (2) hours minimum compensation, the employee shall be compensated at the rate of \$1.60 per hour for the on-call duty shift.~~

- (d) ~~(e) Notwithstanding the above, if~~ the County and the employee agree, an employee on an approved vacation may be placed on the on-call duty list if the employee is willing and able to return to work if called during the vacation.

907906. CALL-BACK COMPENSATION FOR NON-EXEMPT CONFIDENTIAL AND EXTRA HELP EMPLOYEES

- (a) "Call-back" time is overtime and shall be paid in accordance with overtime pay provisions.
- (b) Call-Back Compensation for Non-Exempt Confidential and Extra Help Employees - When a non-exempt Confidential or Extra Help employee returns to work because of a department request made after the employee has completed his/her normal work shift and left the work station, the employee shall be credited with a minimum of two (2) hours of work plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he/she was called back.
- (c) The two-hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off duty location) in order to perform required duties.
- (d) An employee who is called back shall be entitled to the aforementioned two-hour minimum only once during a single on-call period or twice during a weekend on-call period.
- (e) There shall be no duplication or pyramiding of rates paid under this section. No employee shall be compensated for on-call duty and call-back duty simultaneously. Hours worked on call-back duty shall be deducted from the prescribed on-call duty to determine the appropriate on-call pay.
- (f) Call-back provisions, including the two-hour minimum, shall not apply if an employee is called to work within one hour of their normal starting time. If an employee is called to work within the one hour prior to their normal starting time, they shall be compensated under overtime provisions.

9087. NON-EXEMPT CONFIDENTIAL AND EXTRA HELP EMPLOYEES NOT ASSIGNED TO ON-CALL AND REQUIRED TO WORK FROM HOME

An employee who is not assigned to on-call duty but is required to perform work without physically returning to work shall be compensated with a (1) hour minimum or actual time worked, whichever is greater as per the overtime provisions. The parties agree the one (1) hour minimum is not meant to be provided on a per phone call basis and the duplication and/or pyramiding of pay will be prohibited in this instance.

909908.

ACTING PAY ASSIGNMENTS

- (a) When a full-time or part-time Management or Confidential Employee is assigned to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, and the employee works in such assignment for more than 15 work days (the "qualifying period"), the employee shall receive compensation for such work retroactive to the first day of the assignment at conditions:
- (1) The Director of Human Resources or designee must have approved the assignment in writing prior to the beginning of the assignment.
 - (2) The employee must be assigned to a program, service or activity established by the Board of Supervisors that is reflected in an authorized position that has been classified and assigned to the Salary Schedule and listed in the County's Authorized Personnel Resolution, and such authorized position must have become vacant due to the temporary or permanent absence of the position's incumbent.
 - (3) The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.
- (b) Notwithstanding a.(2) above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties that, in the sole discretion of the Human Resources Director or designee, exceed the scope of that employee's classification, a Management or Confidential Employee will be entitled to pay for a higher classification in an amount not less than 5% of the employee's base salary.
- (c) Employees selected for the assignment must meet the minimum qualifications for the higher classification to which assigned. If the employee does not, the appointing authority prior to assigning the employee to the acting position must provide justification for the assignment to the Human Resources Director or designee, who shall have the right to approve or disapprove the assignment.
- (d) In an exceptional circumstance, where it has been determined that an employee must be assigned to perform major job functions which exceed the scope of that employee's classification, and where a higher level classification does not exist which describes the scope of duties to which the employee has been assigned, a Management or Confidential Employee will be entitled to a rate of pay equal to 5% above the employee's current base salary while assigned to perform the higher level above the employee's current base salary while assigned to perform the higher level job functions. Prior approval must be obtained from the Director of Human Resources or designee and Chief Administrative Officer prior to the assignment of the higher level job functions.
- (e) Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures established by the County.

- (f) Higher pay assignments shall not exceed six (6) months except through reauthorization by the Human Resources Director or designee. Any request to extend an acting assignment beyond one year shall require Board of Supervisors approval.
- (g) If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional qualifying period will be required.
- (h) Allowable overtime pay, shift differentials, and/or work location differentials will be paid on the basis of the rate of pay for the higher class.
- (i) An employee assigned to perform duties that entitle the employee to receive acting pay under this section shall continue to receive the benefits applicable to the employee's regular classification.

910909. INTERIM ASSIGNMENT TO DEPARTMENT HEAD

The Board of Supervisors may authorize an interim designation only when an Appointed Department Head position has been permanently vacated and the vacancy is expected to continue for an extended period of time (*i.e.*, more than three months), and until such time as a permanent appointment has been made.

Only the Board of Supervisors has authority to designate and remove an employee from Interim status. Interim status shall commence on the effective date specified by the Board of Supervisors.

Employees selected for the assignment must meet the minimum qualifications for the higher classification.

While in Interim status:

- (a) The employee is considered to exercise the full scope of responsibility and accountability in the higher level position.
- (b) The employee shall receive compensation at the rate of pay established for the higher classification, unless otherwise designated by the Board of Supervisors.
- (c) The employee shall receive management leave and vacation accruals at the accrual rates and up to the maximum accruals established for the Interim position to which the employee is assigned. The employee shall continue to receive other benefits as established for the previously held class as set forth in this Resolution. If the employee is returned to a position for which lower maximum accruals have been established, the employee shall be paid for any leave the employee has accumulated in excess of the maximum accruals for the position to which the employee is returned.
- (d) The employee retains status in the previously held class.

911910. UNIFORMS - SHERIFF AND UNDERSHERIFF

Where required by the Sheriff to wear a uniform, employees in the classes of Sheriff and Salary and Benefits Resolution

Undersheriff shall be paid a uniform allowance of \$38.46 per pay period (annualized amount of \$1,000).

912911. SHIFT DIFFERENTIAL

- (a) A Confidential Employee who is assigned to work and actually works a department defined swing shift shall receive an additional fifty cents (\$.50) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked during the shift.
- (b) A Confidential Employee who is assigned to work and actually works a department defined night shift shall receive an additional seventy-five cents (\$.75) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked during the shift.
- (c) Extra Help Employees in classifications which are represented by a recognized employee organization shall be entitled to receive shift differential in accordance with the provisions in the Memorandum of Understanding for the respective classification. Extra help Snow Removal Workers shall be entitled to receive shift differential in accordance with the provisions of the Memorandum of Understanding with Operating Engineers Local 3 Trades and Crafts.
- (d) This section does not apply to exempt employees.

9132. BILINGUAL DIFFERENTIAL

When an appointing authority designates in writing that an Unrepresented Employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County services, the employee will be paid a bilingual differential of \$1.00 per hour for all hours in pay status excluding overtime. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the appointing authority in writing as necessary to provide primary services to the public. In order to be eligible to receive such differential, an employee must demonstrate ~~a language~~ language proficiency acceptable to the appointing authority, as certified in writing to the Human Resources Director. The County shall adopt a language proficiency testing process to determine employees' qualification to serve as bilingual skill providers. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. The County shall utilize existing bilingual skills employees to assess employees' bilingual capabilities when possible. Written authorization for an employee to continue to receive a bilingual differential shall be reviewed and renewed annually by the appointing authority.

This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

9143. DEFERRED COMPENSATION CONTRIBUTION

- (a) In January of each year, the County will make a contribution to deferred compensation (457 Plan) accounts on behalf of participating Appointed Department Heads, Executive Management and Elected Officials in the amount of 10% of the amount contributed by the employee during the prior calendar year, not to exceed \$800.

- (b) In January of each year, the County will make a dollar for dollar matching contribution for amounts contributed by Administrative Management Employees to deferred compensation (457 Plan) accounts during the prior calendar year, up to a maximum of \$400.
- (c) In addition to amounts contributed in a. and b. above, the County will contribute 2.5% of base salary in each pay period to deferred compensation for eligible Management Employees. Eligible employees are those Management Employees who have ten or more years of service as defined in Section 901.a of this Resolution. Contributions will be made prospectively in each pay period and no retroactive contributions will be made.
- (d) A person who separates from employment with the County prior to the County making its contribution in January of each year pursuant to Sections A. and B. shall receive a commensurate contribution to the employee's deferred compensation account based upon contributions made up to the date of separation and in accordance with the provisions set forth in this section.

9154. EDUCATION INCENTIVE

The Undersheriff shall receive a maximum differential of 5% of base salary for possession of a four-year college degree (Bachelor of Arts and/or Bachelor of Sciences degree) from an accredited institution. For the purposes of this Resolution, an "accredited institution" is one that is identified under Part 16 of the Personnel Rules.

9165. CERTIFIED PUBLIC ACCOUNTANT (CPA) INCENTIVE

An Unrepresented Employee ~~(other than Elected Officials)~~ in the class of Accountant, Senior Accountant, Accountant Auditor, Supervising Accountant, Auditor, Cost Accountant, Administrative Services Officer, Fiscal Administrative Manager, Accounting Division Manager or a directly related class who is charged with performing professional accounting responsibilities and who is a California_ licensed Certified Public Accountant with an experience completed designation of "A" shall receive a differential of 10% of base salary.

An Unrepresented Employee ~~(other than Elected Officials)~~ in the class of Accountant, Senior Accountant, Accountant Auditor, Supervising Accountant, Auditor, Cost Accountant, Administrative Services Officer, Fiscal Administrative Manager, Accounting Division Manager or a directly related class who is charged with performing professional accounting responsibilities and who is a California licensed Certified Public Accountant with an experience completed designation of "G" shall receive a differential of 5% of base salary.

Persons elected to the office of Treasurer/Tax Collector or Auditor Controller who are Certified Public Accountants shall receive a differential of ten percent (10%) of base salary for possession of such certification.

~~Elected Officials are not eligible for the CPA incentive in this Section 912 for terms beginning in January 2015 and thereafter.~~

Each employee eligible to receive this CPA incentive shall provide proof of valid licensure in the form of a copy of the license, an official notification letter from the California Board of Accountancy, or a copy of online license standing from the California Board of Accountancy to the Human Resources Department. Eligibility for compensation of the CPA incentive will

cease on the license expiration date or upon the date of withdrawal, decertification or termination of the license unless proof of successful renewal of licensure is provided to the County.

SECTION 10
INSURANCE PLANS

1001. MEDICAL, DENTAL AND VISION PLAN BENEFITS FOR UNREPRESENTED EMPLOYEES

(a) ~~(a)~~ Coverage and Contributions.

1) ~~(1)~~—The County shall continue to work on long term options for payment of health care costs. The County shall implement a standardized cost sharing for health insurance contribution rates, with the County paying 65% of the premium for full-time Unrepresented Employees and the employee paying 35% of the premium. Annually, in the event of a rate increase, the rate increase shall be allocated based on the current contribution rate of 65% County and 35% employee paid. County and employee contributions for part-time employees shall be as set forth in Rule 1405.2 of the Personnel Rules.

~~1)~~

(2)—Health care coverage is on a calendar year (January 1 – December 31) basis. Rates for the ensuing calendar year shall be effective upon approval of the Board of Supervisors, but no earlier than the pay period ~~twenty-five (25). containing December 1.~~ twenty-five (25). Effective ~~the pay period containing December 1~~ twenty-five (25) of each year, the contributions shall be as per the health plan published rates. Premiums for health coverage identified and offered by the County shall be withheld over 24 pay periods. ~~at the rate of the true premium (unblended rate) associated with the cost of coverage for the plan.~~

2)

~~(3)~~ (3)—Employees hired after January, 2014 will have County-sponsored health plan premium deductions begin the first pay period after enrollment election has been made within enrollment time period. Payroll may double deduct premiums in consecutive pay periods based on when employee elects coverage. If enrolled, health insurance benefits will go into effect the first day of the month following hire. Medical/dental/vision benefit plan coverage shall become effective the month following the beginning date of employment and shall terminate on the last day of the month that the employee separates from County service.

Employees who retire or who separate from County service may, at their own expense, continue to be enrolled in the County-sponsored plan in accordance with h provisions of the Plan or as provided by law.

4) ~~(4)~~—Retiree Health Contribution

(i) All individuals employed with the County as of January 1, 2001 through June 30, 2009 may be eligible for

~~Effective January 1, 2001 and subject to the provisions of the Retiree Health Benefits Contribution Plan, administered per the Retiree Health Benefits Plan Document. and the provisions of Section c. Enrollment, an employee who retires from County service after July 1, 1999, and who has attained a cumulative total completed years of service (excluding extra help service and provisional) with El Dorado County as specified below, shall be entitled to the percentage monthly contribution of the "employee only" Blue Shield rate toward a County-Sponsored Health Plan as follows:~~

| | | |
|--------------------|--------------------------|----------------|
| Level 3 | 20 years plus | 67% |
| Level 2 | 15 - 19 years | 50% |
| Level 1 | 12 - 14 years | 33% |

~~In lieu of the above and until June 20, 2001, a Management or Confidential retiring employee or elected official with 20 or more cumulative years of service with the County of El Dorado shall have a one-time irrevocable option to elect four (4) years of contributions, at the Blue Shield employee-only rate, toward a County-Sponsored Health Plan or Alternate County-Sponsored Health Plan in which the retiree is otherwise eligible to enroll. Retired employees have the option to include eligible dependents at additional cost.~~

- ~~(ii) An aAppointed dDepartment Hhead ~~who~~that retires after July 1, 1999 and has attained ten cumulative total completed years of service (excluding extra help and provisional) and pursuant to the provisions of Section c. Enrollment shall be entitled to a Retiree Health Benefit Contribution per the Retiree Health Benefit Contribution Plan Document. ~~the percentage monthly contribution of the "employee only" Blue Shield rate toward a County-Sponsored Health Plan or Alternate County-Sponsored Health Plan in which the retiree is otherwise eligible to enroll as specified in Level 1 above.~~~~
- ~~(iii) An Eelected Ddepartment Hhead who retires after July 1, 1999 and has attained eight cumulative total completed years of service (excluding extra help and provisional) and pursuant to the provisions of Section c. Enrollment shall be entitled to a Retiree Health Benefit Contribution per the Retiree Health Benefit Contribution Plan Document, ~~shall be entitled to the percentage monthly contribution of the "employee only" Blue Shield rate toward a County-Sponsored Health Plan or Alternate County-Sponsored Health Plan in which the retiree is otherwise eligible to enroll as specified in Level 1 above.~~~~
- ~~(iv) A member of the Board of Supervisors who retires after July 1, 2000 and has completed two full terms (eight years) of service (excluding extra help and provisional) and pursuant to the provisions of Section c. Enrollment shall be entitled to a Retiree Health Benefit Contribution per the Retiree Health Benefit Contribution Plan Document, ~~shall be entitled to the percentage monthly contribution of the "employee only" Blue Shield rate toward a County-Sponsored Health Plan or Alternate County-Sponsored Health Plan in which the retiree is otherwise eligible~~~~

~~to enroll as specified in Level 2 above.~~

- (v) Part-time employment (excluding extra help and provisional) shall be treated in accordance with the Retiree Health Benefits Contribution Plan Document.
- (vi) A Management Employee or Elected Official who retires after September 27, 1997 may substitute up to 50% of the required County service required above with prior public service time with any county or city in the state of California.
- (vii) County contributions for all bargaining units and unrepresented employees under this program shall not exceed 1.2% of total County payroll costs during any given fiscal year pursuant to the provisions of the Retiree Health Benefits Contribution Plan Document.
- (viii) ~~This section 1001(a)(4) entitled Retiree Health Contribution shall be discontinued for newly hired or re-employed employees effective no later than the first full pay period within June 30, 2009 or no later than the end of pay period 14 of that year.~~ Employees eligible for Retiree Health Contribution at the time of their Reduction ~~in~~ Force will be eligible for Retiree Health Contribution if restored to their previous position.

(5) Continuation of Medical/Dental Plan – Military Call-Up

— An Unrepresented Employee who is a member of the United States reserve armed forces or the National Guard and is called to or volunteers for active military duty in response to a call-up by the President of the United States as provided for by law, shall continue to be eligible for coverage under the applicable medical/dental/vision benefit plan, notwithstanding the employee's absence due to the call-up or ineligibility due to such absence. Coverage shall continue for a period up to one (1) year from the date the employee commences an approved military leave of absence, or until the employee returns from active duty, whichever occurs first. Such continuation of coverage is contingent upon being allowed under the respective health care plan of the employee.

The County shall continue the same level of its contributions for the employee absent on military leave and that employee's dependents as would apply to other employees in the same classification and bargaining unit. The employee will be responsible for any contribution toward dependent coverage specified in this Resolution. Pursuant to these provisions, the employee absent on military leave shall not be required to use accumulated paid leave in order to be eligible for continuation of coverage and the County's contribution to the medical/dental/vision plan.

Prior to being considered eligible for continued coverage under these provisions, an employee shall be required to provide documentary evidence, satisfactory to the County, of the employee's active duty status and shall also be required to notify the County in writing within ten (10) days of the employee's return to inactive duty status. Upon the employee's discharge from

active duty status, the standard provisions of Section 1001 of this Resolution shall apply with full force and effect.

- (6) Other than required by law, in order to be eligible for County contribution for payment of premiums a full-time or part-time employee must be in pay status (*i.e.*, where the employee is receiving pay from work hours, compensatory time off, vacation or sick leave in accordance with the Personnel Rules). An employee who is receiving Worker's Compensation temporary disability shall be eligible for continuation of the County's contribution until such time as eligibility for Worker's Compensation temporary disability ceases.
- (7) An employee who ceases to be eligible for County contributions must pay directly to Risk Management the full amount of employee (and County contribution) in order to retain benefit coverage under the County sponsored medical/dental/vision benefit plan.
- (8) The County will not contribute toward the cost of any plan other than those specifically sponsored by the County.

(b) Health Plan Benefits are described in the Specific Plan Document.

(c) Enrollment

- (1) Employees may enroll themselves and their eligible dependents in accordance with the provisions of the Plan. Employees may opt not to be covered by a County sponsored medical/dental/vision benefit plan as allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified in section 1001(a)(1) or 1001(~~da~~)(25) above to the extent allowed by law.
- (2) Open Enrollment periods will occur once every calendar year in October. During an Open Enrollment Period, eligible employees may enroll themselves and eligible dependents in the County sponsored health plan of their choice.

(d) Special Provisions

- (1) The ~~parties agree that the~~ County's medical/dental/vision benefit plan is a Defined Benefit Plan, and ~~that~~ the County is required to provide the specified benefits ~~during the term of this MOU~~ regardless of the level of contribution by the County and its employees.
- (2) The parties acknowledge that the Federal Patient Protection and Affordable Care Act ("PPACA"), its current and future related regulations and California law developed in response to the PPACA may create new requirements for the County and employees. ~~during the term of this Agreement.~~

1002. OPTIONAL BENEFITS PLAN

- (a) The County shall provide to each eligible full-time Confidential Employee and each eligible Management Employee (including Administrative Management, Executive Management, Appointed Department Heads, and Elected Officials) a contribution of \$6,000 per fiscal year, prorated over 24 pay periods, toward the purchase of

benefits included within the Optional Benefit Plan (OBP) ~~___, prorated over 24 pay~~

~~periods in which t~~The employee ~~is~~ must be in a pay status for the full pay period or ~~is~~ on an approved leave of absence where they are receiving pay from vacation or sick leave for at least ~~46-32~~ hours in a pay period. The County shall not make any contribution for employees not in an approved leave status or receiving less than ~~46-32~~ hours of pay in a pay period. Employees receiving less than ~~46-32~~ hours of pay per pay period and therefore not eligible for a County contribution shall pay the total contribution necessary to continue health and dental benefits to Risk Management. This optional benefits contribution will go into effect the pay period in which the employee ~~makes an enrollment election~~ enrollment election takes place.

- (b) Optional benefits are specifically defined in the Optional Benefit Plan. Provisions generally include the following:
- (1) El Dorado County Health Care Account - Eligible employees may elect to receive medical and dental benefits under the County Optional Benefits Plan.
 - (2) Supplemental Life Insurance - An employee eligible under this section may use the Optional Benefit Plan to purchase additional life insurance subject to the provision of the Optional Benefits Plan and respective life insurance plans.
 - (3) Dependent Care - An employee eligible under this section may use the Optional Benefit Plan for reimbursing dependent care expenses subject to the provisions of the Optional Benefit Plan.
 - (4) Un-reimbursed Health Care - An employee eligible under this section may use the Optional Benefit Plan to establish an account for reimbursing uninsured health care expenses subject to the provisions of the Plan.
 - (5) Cash - An employee eligible under this section, who has elected to receive the employee's optional benefit or portion thereof in cash, may receive cash, which is taxable income, subject to the provision of the Plan.
 - (6) Part-time Employee - Part-time Management and Confidential employees shall be eligible for prorated amounts of ~~contribution~~ for contribution for the full Optional Plan benefit as a full-time employee.
 - (i) An employee ~~who is hired on or after January 1, 1990, and~~ whose regular work schedule as documented on the Payroll Personnel Form is between 64-79 hour per pay period, will be entitle to the same Optional Plan benefit for a full-time employee.
 - (ii) A part-time employee ~~who is hired on or after January 1, 1990, and~~ whose regular work schedule as documented on the Payroll Personnel form is between 40-63 hours per pay period, will be entitle to receive seventy-five percent (75%) of the Optional Plan benefit for a full-time employee.
 - (iii) A part-time employee ~~who is hired on or after January 1, 1990, and~~ whose regular work schedule as documented on the Payroll Personnel

form is between 34~~2~~-39 hours per pay period, will be entitled to receive fifty percent (50%) of the Optional Plan benefit for a full-time employee.

- (iv) A part-time employee ~~who is hired on or after January 1, 1990, and~~ whose regular work schedule is less than 3~~2~~4 hours per pay period shall not be eligible for participation in the Optional Benefit Plan.
- (v) A part-time employee may work additional or fewer hours than the employee's "ongoing" work schedule without change to the level of entitlement based upon the number of hours initially set forth on the Payroll Personnel Form prorated contribution. The prorated entitlement level may only be changed by amending the Payroll Personnel Form which documents a change to the ongoing work schedule.

1003. LIFE INSURANCE

The County shall provide a group term life insurance plan for each Unrepresented Employee whose ongoing regular work schedule as designated on the Payroll Personnel Form is at least 60 hours of work per pay period in the following amounts:

| | |
|------------------------------------------------------------------------|----------|
| Appointed Department Heads, Executive Management and Elected Officials | \$60,000 |
| Administrative Management | \$40,000 |
| Confidential | \$30,000 |

Accidental Death ~~&~~ and Dismemberment coverage is included in this Plan.

1004. LONG-TERM DISABILITY

The County shall provide a long term disability plan for Management and Confidential full-time employees and part-time employees whose ongoing regular work schedule as designated on the Payroll Personnel Form is at least 60 hours of work per pay period according to the provision of the Long-term Disability Plan.

~~The County shall increase the maximum long term disability benefit to \$3,000 per month for eligible Confidential Employees and \$4,000 per month for eligible Management Employees. The maximum long term disability for eligible Confidential Employees is \$3,000 per month and \$4000 for eligible .Management Employees.~~

1005. EAP

The County shall maintain an Employee Assistance Program for Unrepresented Employees.

1006. PLAN DOCUMENTS OR CONTRACTS CONTROL

While mention may be made in this Resolution of various benefits and provisions of benefit programs, specific details of benefits provided under the County Optional Benefit Plan, Life Insurance, Worker's Compensation, and Long-Term Disability Programs shall be governed solely by various plan documents or insurance contracts and/or policies maintained by the County.

SECTION 11
HOURS OF WORK AND OVERTIME

1101. WORK SCHEDULES

The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the County. The appointing authority shall assign Executive Management, Administrative Management and Confidential Employees to a regular work schedule and may change that schedule at the appointing authority's discretion.

The appointing authority shall give Executive Management, Administrative Management and Confidential Employees reasonable advance notice of any change in work schedule.

In no case may the work schedule of an employee who is eligible for overtime be changed during the work week when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee.

Upon the recommendation of the appointing authority and approved by Human Resources, an alternate work schedule which differs from the standard work schedule of the department may, at the sole discretion of the Chief Administrative Officer, be approved provided that service to the public is not adversely affected.

1102. OVERTIME - EXEMPT EMPLOYEES

Salaried, exempt employees are not eligible for overtime and shall be subject to Rule 1418 of the Personnel Rules for recording ~~of~~ their time off. .

1103. OVERTIME FOR NON-EXEMPT EMPLOYEES

(a) Overtime for non-exempt employees shall be governed by Rule 1415 of the Personnel Rules.

(b) The Department Head or designee may require and shall authorize the performance of any overtime work in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authority must be made on the next regular working day.

1104. OVERTIME DEFINED - NON EXEMPT EXTRA HELP EMPLOYEES

(a) Overtime for non-exempt employs shall be defined as any authorized time worked beyond forty (40) hours in one work week. "Time worked" shall not be defined to include administrative leave, vacation, compensatory time off and sick leave.

(b) All overtime shall be earned at the rate of one and one-half (1-1/2) hours for each one (1) overtime hour worked. Overtime shall be paid at the employee's base hourly rate of pay or in accordance with the Fair Labor Standards Act.

~~(b)~~ (c) Notwithstanding any other provisions of this Section 11 or the Personnel Rules, Extra Help Employees assigned to positions requiring continuous coverage on a twenty-four (24) hour per day, seven (7) days per week basis who are held over at the conclusion of their shift for more than thirty (30) minutes without twenty-four (24) hours advance notice will be paid time and one half from the time they are

required/ordered to remain at work regardless of the number of hours actually worked during the work week.

1105. ACCUMULATION AND USE OF COMPENSATORY TIME OFF (CTO)

Non-exempt, ~~R~~regular full-time and part-time employees may accumulate CTO in lieu of payment for overtime with the approval of the appointing authority. The maximum accumulation of CTO for eligible employees shall be 150 hours.

Use of accumulated CTO shall be a time mutually agreeable to the appointing authority, or designee and the employee.

Upon termination, any employee with accumulated CTO shall have it paid off at the base hourly rate at the time of termination.

1106. REST PERIODS

Each appointing authority, or designee shall grant rest breaks to Confidential and Extra Help Employees. Any such rest periods shall be governed by Section 1416 of the Personnel Rules.

1107. MEAL PERIODS

Confidential and Extra Help Employees will be allowed an uncompensated meal period. Any such meal period shall be governed by Section 1417 of the Personnel Rules.

SECTION 12
CLOSURE OF COUNTY BUILDINGS

1201. GENERAL

- (a) The County Administrative Officer or ~~his/her~~ designee shall determine when County facilities shall be temporarily closed in an emergency as determined by the Chief Administrative Officer.
- (b) Employees whose buildings have been temporarily closed may be re-assigned to work sites in the same geographic area.
- (c) Regular County employees directed to not report to work or who are sent home from work due to the closure of their work site shall receive their regular pay for that scheduled shift.
- (d) After the first day of closure of a County building, if the County is unable to re-open a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be compensated for that day(s) as if it were a holiday.
- (e) Confidential Employees - During a temporary closure of County buildings, those regular employees who are still required to come to work as part of our essential services as defined by the County Administrative Officer will receive overtime compensation at time and one half.

- (f) Those employees who are on scheduled vacation or sick leave for that day(s) will also have the day(s) treated as a holiday and will not have their accrued leave balances charged.
- (g) Should the closure of a County facility last longer than five (5) working days, the County reserves the right to reassign employees outside their geographical area. In the event of re-assignment outside the geographical area, the employee may at his/her request utilize accumulated vacation and/or compensatory time off in lieu of re-assignment unless the Chief Administrative Officer or designee makes a finding that the employee's services are essential to the continued operation of the County. In the event the Chief Administrative Officer or designee finds the employee's services are essential, the employee will be provided time and compensation for their commute.

1202. GEOGRAPHICAL AREA.

Geographical area is generally defined as:

- (a) Tahoe Basin
- (b) Western Slope

SECTION 13
PROBATIONARY PERIODS: UNREPRESENTED EMPLOYEES

Appointed Department Heads serve at the will and pleasure of the Board of Supervisors and, as employees exempt from Civil Service, do not serve probationary periods.

Elected Officials do not serve probationary periods.

Executive Management Employees, Administrative Management Employees and Confidential Employees serve a probationary period of 26 pay periods from the date of appointment to in a single classification.

An Unrepresented Employee who is subject to a probationary period shall have his/her individual probationary period extended commensurately by each hour an employee is on authorized leave for more than ten (10) consecutive work days. Leaves include, but are not limited to, vacation, sick leave, compensatory time off, and leaves without pay, including leaves granted under the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, and Workers' Compensation Laws. Employees who request and receive a temporary modified duty assignment due to medical conditions such that they are not performing the essential job functions of their position shall have their probationary period extended for each hour of such modified duty assignment.

Nothing herein is intended to prevent the County from extending a probationary period one time for a period not to exceed six (6) months to ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification. The County must inform the employee in writing of any probation extension before expiration of the initial probation period.

SECTION 14
DRUG FREE WORKPLACE

The County is committed to providing and maintaining a drug free work place in accord with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of drugs and/or alcohol is prohibited in work place and that violation of this provision would subject the employee to disciplinary action. The County has a zero tolerance standard for employees being under the influence of or in possession of alcohol and/or drugs while at work. Reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee Assistance Program, and that disciplinary action may be imposed upon employees for drug abuse violations occurring in the work place or affecting work performance.

SECTION 15
REDUCTION IN WORKFORCE
(Section 15 Is Not Applicable To
Any At-Will Employees)

The following Reduction in Force policy is hereby included as a part of this Agreement. Such inclusion, however, shall not provide avenues of appeal beyond those contained in this Section. This Reduction in Force policy does not apply to employees who are covered by the Reduction in Force procedure defined in the California Administrative Code, Title 2, Division 5, Local Agency Personnel Standards. Section 15 does not apply to at-will employees.

1501. Policy

When necessary, and directed by the Board of Supervisors, a reduction in the County's work force may be initiated by (1) lack of work, (2) lack of funds, (3) program or organizational changes resulting in a surplus of employees, or (4) elimination of a specific program or service. Insofar as possible, a reduction in force shall be accomplished by attrition. When it is determined by the Board of Supervisors that attrition will not provide relief for the condition warranting a reduction in the number of County employees, the Board may direct (1) a temporary layoff of up to ten (10) working days of specific employees or classifications without invoking the provisions of this policy, or (2) a specific layoff by classification, number of employees and department(s) pursuant to this policy.

1502. Procedure for Permanent Layoffs

Reduction in Force occurs when the Board of Supervisors by Resolution amends the Authorized Personnel Allocation Resolution and/or adopts a Proposed or Final Budget that deletes specific positions by classification from a department.

- (a) The Department of Human Resources, with the assistance of the affected department, determines the individuals to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level classification(s) if displacement by demoting in lieu of layoff is anticipated in accordance with this Article based on employee retention points. A list of the classifications in which positions have been deleted along with the names and total retention points of employees in those classes shall be posted in the

affected department and a copy mailed to Local 1 current address. It is the Department Head's responsibility to insure posting.

(b) Layoffs and displacements are made within the department involved and are not Countywide.

(c) Written notice of layoff shall be served on affected employees in person or by USPS Priority mail sent to the last address on file with the Department of Human Resources. Notice will be served or mailed no later than thirty (30) calendar days prior to the effective date of separation. The thirty (30) calendar days shall include the effective date and the date served. Notice shall be deemed served upon the proof of service.

(d) The written layoff notice shall include the effective date of the separation (layoff), the reasons for the layoff, displacement rights, if any, rehire or restoration rights and the appeal rights. Such notice shall also set a specific deadline of not less than five (5) working days for when the affected employee must notify the Department of Human Resources that they will be exercising their displacement rights.

1503. Order of Layoffs

Layoffs will be determined based on an inverse order of retention points computed as per provisions listed below by the classification within the individual department. Any required reduction in the number of employees shall be in the following order within the same classification:

- 1) Extra-help and provisional,
- 2) Probationary employees serving an initial probationary period,
- 3) Regular (civil service status) part-time employees,
- 4) Regular (civil service status) full-time.

(a) Longevity

A full-time employee shall receive one point for each full month of continuous service as a regular County employee in his/her classification and higher classifications, including probationary time but excluding time as extra help.

Part-time employees shall receive a proportional amount of retention points based upon the number of hours worked. Less than a full month of service shall be prorated. It does not include service prior to employment, interruptions caused by resignation, dismissal, or transfer to extra-help status or disciplinary actions as defined in 2. below. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.

(b) Performance Disciplinary Actions

- 1) An employee who receives an involuntary demotion as a disciplinary action will have twelve (12) points deducted from that employee's retention points.
- 2) An employee who receives a suspension will have one (1) point per day of suspension deducted from the employee's retention points, with a maximum deduction of twelve (12) points.

(c) Alternate Classes

Classes which are budgeted as alternate classes (e.g. Office Assistant II/I), as stated in the Personnel Allocation Resolution, shall be treated as one class for purposes of determining retention points.

(d) Out of Class Assignments

Out-of-class time will not be credited towards the out-of-class position in which the employee served. Out-of-class time will be considered as continuous service in the employee's regular classification.

(e) Ties

In cases where two or more employees are tied with the same number of retention points, the following factors shall be considered in order for the purpose of breaking the tie: total County service (including the County of El Dorado service prior to the most current period of employment); discipline actions; Department Head determination. Letters of reprimand will be considered as a tie breaking criteria for up to three years from the date of issuance.

(f) Volunteers For Layoff

An employee who occupies a position within a class within a department affected by a layoff and/or displacement may volunteer to be laid off in place of another employee who has fewer retention points and who would otherwise be laid off. Such employee shall be entitled to the same rights and restoration privileges as other employees in accordance with this Article.

1504. Layoff Privileges

The following are the options open to affected individuals in each layoff instance:

(a) Displacing in a Lower Class

An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee or in succeeding lower classes in the class series who has less retention points. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.

(b) Restoration

Restoration shall be in inverse order of layoff. Names of employees with regular civil service status who have been laid off will be placed on an appropriate restoration list for their classification and department in order of retention points. The list will extend for a period of two (2) years. Employees shall also have restoration rights to a classification which has been replaced by a reclassification of the classification which the person previously had regular civil servant status, provided that the duties have remained essentially the same. This list shall be maintained in the Department of Human Resources.

Three refusals to accept restoration from a departmental layoff list will remove the eligible individual's name from that list unless the offer of restoration is in excess of

twenty five (25) miles from the geographical location of the position from which the employee was laid off.

A person notified of an offer of restoration must respond within ten (10) working days from the proof of service date. Offers of reemployment shall be sent by first class mail to the last address on file in the Department of Human Resources. It is the employee's responsibility to insure that a current address is provided to Human Resources.

(c) Transfer and Demotion

Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate Department Head(s) prior to the layoff effective date. Transfer or demotion may be made to any funded vacant position where the employee meets the minimum qualifications. However, transfer will not be permitted to a position in another County department if a departmental layoff list exists for that class. When an employee transfers or demotes in accord with provisions of this Article and is required by the Department Head to complete a new probationary period, which results in his rejection during probation, he shall not be required to forfeit his status on any layoff list.

(d) Placement In Other Departments

In accordance with rules on order of layoff, an employee who shall be laid off shall have a right to be placed in a vacant position in the same class in another department which the department has determined to fill. Referral to vacant positions shall be offered based upon the inverse order of layoff. The new appointing authority shall have up to six (6) months to evaluate the employee's performance. If the appointing authority determines that the employee's performance does not meet job standards, the employee will be returned to the layoff list. The employee will, in accordance with the rules on restoration, be eligible for placement in another vacant position in the same class which a department has determined to fill, according to the provisions above.

(e) Separation from County Service

Employees who are to be laid off have the option of leaving County service rather than displacing in a lower class, transferring or demoting. In the event an employee is laid off for an indefinite period, he/she may, upon request, receive payment for those benefits normally given to terminated employees.

(f) Employment Interviews

Department Heads who are referred the names of individuals designated for layoff and who have requested transfers shall ensure that such persons are provided an employment interview.

(g) Status on Restoration

An employee who has been laid off or voluntarily reduced under the provisions of this Article and subsequently restored in their former classification within a two (2) year period from the date of his/her layoff or voluntary reduction shall receive the following considerations and benefit:

- 1) All sick leave credited to the employee's account when laid off shall be restored, unless the employee received compensation for such sick leave at the time of the layoff.
- 2) All retention points held upon layoff shall be restored.
- 3) All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, longevity pay increases, and time in step.
- 4) The employee shall be placed on the step of the salary range that was held at the time of the layoff.

1505. Deviation from Retention Points

The Board of Supervisors may approve deviations from the order of layoff by retention points or demotions in lieu of layoff (bumping) when retention points order alone would result in retaining employees unable to maintain a satisfactory level of performance in the department affected. In such cases, the Department Head shall fully justify and document in writing no later than two (2) weeks prior to submittal to the Board with the reasons therefore. The affected employees shall be provided a written notice of the department's request, reasons therefore and the date the Board of Supervisors shall consider the department's request.

1506. Appeal of Layoff

(a) Right of Appeal

Regular civil service employees receiving a notice of layoff shall have the right to appeal solely on the issue of whether or not there was compliance with the procedures prescribed in this Article.

- 1) The right of appeal is limited to the scope and process provided in this section, "Appeal of Layoff".
- 2) The scope of any appeal shall not include such issues as the need for layoff, the reasons for layoff, or the exercise of other County prerogatives involved in layoff.
- 3) Probation, Provisional, Temporary and Extra Help employees have no right of appeal of a notice of layoff. Questions and disputes regarding regular civil service status shall be determined by the Civil Service Commission in accordance with their rules, regulations and procedures.

(b) Notice and Timing of Appeal

- 1) Appeals shall be filed in writing with the Director of Human Resources or designee. An email shall be accepted as a written appeal.
- 2) Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in this section, "Appeal of Layoff".
- 3) The notice of appeal shall state the employee's reasons for the appeal consistent with this Section.

(c) Responsibilities of the Director of Human Resources or Designee.

- 1) The Director of Human Resources or designee shall within five (5) working days of receipt of an appeal, determine which employees, if any, will be adversely affected if the appeal is successful. Human Resources will notify all employees potentially adversely affected of the appeal within five (5) working days of receipt of the successful appeal.

(d) Hearing Process

- 1) The employee filing the appeal and all other potentially affected employees will be notified of the date, time and place of the hearing not less than two (2) working days in advance of the hearing.
- 2) The neutral member shall serve as Chair of the Layoff Arbitration Panel.
- 3) The hearing shall be conducted in accordance with standard administrative hearing procedures used by the Civil Service Commission.
- 4) In addition to hearing such evidence and witnesses as the parties, including any employees potentially affected by the appeal, may call, the Layoff Arbitration Panel may question witnesses and call such witnesses as they deem appropriate.

(e) Decision

- 1) The Layoff Arbitration Panel shall issue their written decision within two (2) working days of closing the hearing.
- 2) The decision of the Layoff Arbitration Panel shall be final and binding on all parties

SECTION 4416
GRIEVANCE PROCEDURE

16401. INTENT

It is the intent of this procedure to provide for an orderly and equitable procedure for the resolution of misunderstanding and disputes between the County and Unrepresented Employees. The use of this procedure in resolving employee grievances shall not be held against any employee.

~~1402. INFORMAL DISCUSSION~~

~~Every effort should be made to settle grievances, performance issues and related disputes at the lowest level of supervision possible. If an employee has a complaint relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.~~

164032. SCOPE OF GRIEVANCES AND DEFINITIONS

- (a) ~~(a)~~—A grievance is a claimed violation, misapplication or misinterpretation of the provisions of ~~f~~this Resolution or employee protections contained in ordinances, resolutions, written Personnel Rules or written policies, adversely affecting an employee's wages, hours or conditions of employment.
- (b) ~~(b)~~—Specifically, excluded from the scope of grievances are:
- (1) ~~_~~Subjects involving the amendment or change of Board of Supervisor's resolutions and ordinances, which do not incorporate the provisions of this Resolution or other employee protections contained in ordinances, resolutions, personnel rules or written policies.
 - (2) ~~_~~Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination. Such complaints shall be processed pursuant to ~~the~~ County Policy ~~Prohibiting Discrimination, Harassment and Retaliation~~.
 - (3) Appeals of the Reduction in Force Policies, which fall under the appeal process contained within that policy.
 - (4) ~~For employees with civil service status, A~~appeals of disciplinary actions resulting in termination, demotion or suspensions without pay. Such appeals shall be processed pursuant to the County's Civil Service Commission ~~a~~Appeal ~~p~~Procedure.
 - (5) ~~_~~Internal department operational policies and procedures that determine the methods, processes, means and places of providing services, except as those policies affect the terms and conditions of employment.
- (c) ~~(e)~~—Grievant – A grievant is (1) an employee who is filing a grievance as defined herein, or (2) if two or more employees have essentially the same grievance, they may, if approved by the Director of Human Resources or designee, submit their combined grievances as one grievant.
- (d) ~~(d)~~—~~Working~~ Day- Shall mean day(s) in which the County's main administration office is open for business.

164043. GRIEVANCE PROCEDURE

- (a) Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. If an employee has a complaint relating to a work situation, the employee is encouraged to request a meeting with the employee's immediate supervisor to discuss the problem in effort to clarify the issue and to work cooperatively toward settlement. Such discussion shall occur within fifteen (15) working days of the incident or occurrence giving rise to the complaint. The immediate supervisor shall respond informally within seven (7) working days.
- (b) Formal Grievance Steps
The formal grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

(c) Immediate Supervisor

An employee and representative may formally submit a grievance to the immediate supervisor within fifteen (15) working days from the date of the immediate supervisor's informal decision or if the informal discussion has not taken place fifteen (15) working days from the date of the incident or occurrence giving rise to the complaint. An email may serve as a formal submission. Such a written grievance shall set forth the facts at issue, the relief sought and the time of the occurrence of any alleged incident or violations precipitating the grievance. The immediate supervisor shall respond in writing within seven (7) working days after receiving the grievance. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed such as an intermediate supervisor or Department Head.

~~(a) The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.~~

~~(a) — The employee shall prepare a written grievance within twenty-five (25) working days of the incident or occurrence giving rise to the complaint. The employee shall submit the grievance to the immediate supervisor and appointing authority or designated manager. The grievance shall describe the issue and identify the provision of this Resolution or section of written policy, rule, resolution or ordinance that the employee feels has been violated as well as the requested remedy.~~

~~(b) — The appointing authority or designated manager shall investigate the grievance. The appointing authority or designated manager's investigation may include a meeting with the grievant. The appointing authority or designated manager shall respond to the grievance in writing within fifteen (15) working days of receipt of the grievance. The appointing authority shall sign the response to the grievance.~~

~~(c) — If the appointing authority or designated manager's written response does not resolve the grievance, the grievant, within five working days, shall submit the grievance to the Human Resources Director or designee. The Human Resources Director's designee shall not be from the same Department(s) where the grievance arose.~~

~~(d) (d) — The Human Resources Director or designee shall investigate the grievance. The Human Resources Director or designee's investigation should include meeting with the grievant. The Human Resources Director or designee shall respond to the grievance in writing within fifteen (15) working days.~~ Intermediate Supervisor

If the grievance is not resolved by the written decision of the immediate supervisor and if there is an intermediate level of supervision, the grievant and representative may, within ten (10) working days after the date of the immediate supervisor's decision, file a written appeal to the intermediate supervisor designed in the decision being appeal. Such intermediate supervisor shall respond in writing within fifteen (15) working days. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.

(e) Department Head

If the grievance is not resolved by the written decision of the immediate/intermediate supervisor, the grievant and representative may submit in writing within ten (10) working days after the date of the immediate/intermediate supervisor's written decision the grievance to the Department Head. The Department Head shall conduct such meeting(s) with the employee; informal hearings and investigations as are appropriate in the Department Head's judgment and deliver to the grievant a written decision within fifteen (15) working days. If the grievance is denied, the reasons for denial shall be included in the response.

(f) Director of Human Resources or Designee

If the grievant and representative wishes to appeal the Department Head's decision, the grievant may do so in writing to the Director of Human Resources or designee within ten (10) working days after the date of the Department Head's decision. The Director of Human Resources or designee shall conduct such meeting(s), informal hearings and/or investigations as are appropriate in their judgment and deliver to the grievant a written decision within twenty (20) working days. If the grievance is denied, the reasons for the denial shall be included in the response.

(g) If the grievant is an Appointed Department Head, the grievance shall be submitted to the Chief Administrative Officer (CAO) and may be appealed to the Director of Human Resources, or designee. In all appeals, the procedures set forth in section 1603 shall apply.

14051604. ARBITRATION

- (a) If the Human Resources Director's or designee's written response to the grievant fails to resolve the grievance, the grievant may submit the grievance to arbitration for resolution. The decision of the arbitrator is final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
- (b) The grievant and the Human Resources Director or designee shall attempt to mutually agree on an acceptable arbitrator for the dispute. If no agreement can be reached on an arbitrator within five (5) working days, a list of seven (7) names from the California State Conciliation and Mediation Service shall be obtained. The parties shall alternately strike names until only one name remains, which name shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot.
- (c) The arbitrator shall have no power to add to, subtract from, alter, modify or go beyond the applicable provisions of this Resolution.
- (d) Upon mutual agreement, in lieu of arbitration, the parties may determine to submit the matter to the Civil Service Commission for final resolution, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
- (e) Costs – All costs of arbitration or Civil Service Commission incurred jointly by both parties to the final resolution process shall be borne equally by the parties. Costs incurred separately shall be borne by the party incurring them.

- (f) Time Limits – If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level. Time limits may be waived by mutual written consent of the parties.
- (g) Representation – The grievant may be accompanied by one other County employee of his/her choice at the informal level of this procedure. At the formal and final stages of this grievance procedure, an employee may be represented by a person selected by the grievant.
- (h) Release Time – The grievant may take reasonable County time without loss of pay to prepare the grievance and meet with County representatives regarding the grievance.